

AGREEMENT BETWEEN

BOROUGH OF LONGPORT

-AND-

**GOVERNMENT WORKERS UNION
(PUBLIC WORKS DEPARTMENT)**

JANUARY 1, 2013 TO DECEMBER 31, 2014

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PREAMBLE

This Agreement, entered into this 15th day of July, 2013, by and between the BOROUGH OF LONGPORT, in the County of Atlantic, New Jersey (hereinafter called the "Borough" or "Employer") and the GOVERNMENT WORKERS UNION (hereinafter called the "Union") represents the complete and final understanding on all the bargainable issues between the Borough and the Union. The effective dates of this Agreement shall be from January 1, 2013 through December 31, 2014.

ARTICLE I

PURPOSE

This Agreement is entered into in accordance with the provisions of Chapter 303, Laws of 1968 and as amended (N.J.S.A. 34:13A-5.1, et. seq.) of the State of New Jersey; to promote and ensure harmonious relations, cooperation and understanding between the Borough and the Public Works Department employees who are members of said Union; to prescribe the rights and duties of the Borough; and, to provide for the resolution of legitimate grievances, all in order that the public service shall be expedited and effectuated in the best interests of the people of the Borough of Longport.

ARTICLE II

RECOGNITION

It is the intention of the parties that this Agreement be construed in harmony with the Resolutions of the Borough of Longport and the rules, regulations, policies and procedures of the various departments of the Borough of Longport including the Borough's Employee Handbook

and Policies and Procedures Manual. Where any Resolution, Rule, Regulation, Personnel Policy and Procedure Manual, or part thereof, of the Borough or its various departments is inconsistent with any term or condition of this contract, the terms and conditions of this contract shall prevail and shall supersede said inconsistent resolution, rule, regulation, personnel policy and procedure provision, or a part thereof.

In accordance with the “Certification of Representative” of the Public Employment Relations Commission, dated April 22, 2005, Docket No. RO-2005-050, the Borough recognizes the Union as the sole and exclusive representative of all blue and white collar employees of the Borough of Longport covered in the aforementioned certification (and as more particularly enumerated by job titles in Appendix A attached hereto and made a part hereof) for the purpose of collective bargaining negotiations concerning salaries, wages and other terms and conditions of employment. Only those job titles enumerated in Appendix A are included in the bargaining unit and any title that the parties agree to include during the life of this Agreement. All other job titles are specifically excluded from the bargaining unit. It is the intention of the Agreement to specifically exclude all other employees, all employees represented by other negotiation units, confidential employees, managerial executives, and temporary or seasonal employees.

ARTICLE III

DEFINITIONS

A. The following words and terms, when used in this contract, shall have the following meanings, unless the contents clearly indicate otherwise:

1. “Permanent full-time employee” – means a unit member Borough employee who during the immediately preceding six (6) month period has regularly worked at least 35 hours per week.

2. “Permanent part-time employee” – means an employee who has during the immediately preceding six (6) month period regularly worked less than 35 hours per week.

3. “Temporary or seasonal employee” – means a unit member Borough employee hired for a period of not more than six (6) months during a twelve (12) month period.

4. “Dependents” – refers to a unit member’s spouse (only if he or she is not otherwise covered by a major health insurance plan), and any member’s unmarried children (including any step children, legally adopted children and foster children) dependent upon the member for complete support and maintenance and who has been reported as a dependent on the member’s federal and state tax return. Persons insured as employees are not included as dependents.

5. “Grievance” – means any controversy arising from the interpretation, application or alleged violation of any provision of this Agreement that affect the Union’s rights hereunder or terms and conditions of employment of a unit member. The term “grievance” shall only include disciplinary matters where the penalty imposed on the employee is greater or more severe than five (5) days suspension.

6. “Overtime” – means all hours worked in excess of forty (40) hours in one work week.

7. “Anniversary date” – is the date used for the purpose of the computation of seniority, vacation entitlement and other benefits that are determined by the employee’s length of service with the Borough. Date of hire shall be defined as January 1 of the year of initial

employment with the Borough for all unit members who were employees as of January 1, 1994.

The date of hire for all unit members hired after January 1, 2006 shall be their hire date.

ARTICLE IV

MANAGEMENT RIGHTS

A. The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. To exercise all management functions and responsibilities that the Borough has not expressly modified or restricted by a specific provision of this Agreement;
2. To exercise all management and administrative control of the Borough government and its properties and facilities and to determine the methods of operation to be offered by its employees and to direct the activities of its employees;
3. To establish and administer policies and procedures related to personnel matters, departmental activities, employee training, departmental and work unit operational functions, performance of services and maintenance of the facilities and equipment of the Borough;

4. To reprimand, suspend, demote, discharge or otherwise, discipline employees for cause, or for other lawful reasons according to the laws of the State of New Jersey;
5. To determine the standards of selection of employment and to hire, promote, transfer, assign, reassign, eliminate job position, lay-off and recall employees to work and to determine their qualifications and conditions for continued employment or assignment, as determined in the sole discretion of the Borough consistent with Articles VI and XXIII of this Agreement;
6. To determine the number of employees and the duties to be performed;
7. To maintain the efficiency of employees in the performance of their duties and to maintain the efficiency of its operations, in the sole discretion of the Borough;
8. To determine staffing patterns and areas worked, to control and regulate the use of facilities, supplies, equipment, materials and other property and resources of the Borough;
9. To relieve employees from duty because of lack of work, lack of funding or other lawful cause;
10. To determine the amount of overtime to be worked;
11. To determine the methods, means and personnel by which the Borough's public works operations and objectives are to be achieved;
12. To determine the content of work assignments;

13. To exercise complete control and discretion over the organization and the technology of performing its work;
14. To subcontract for any existing or future service as determined necessary by the Borough, however, whenever the Borough contemplates contracting out any type of work, which will result in layoffs of employees, it shall inform the Union of its intentions at least forty-five (45) days prior to the awarding of any contract. During this time period the Borough shall meet with the Union and discuss the reasons for subcontracting; however, the final decision to subcontract any work shall be made in the sole discretion, and according to the managerial prerogatives of the Borough, without prejudice to the Union's right to appeal the validity of any such action to the Public Employee Regulatory Commission;
15. To make or change Borough rules, regulations, policies, and resolutions as the Borough may from time-to-time deem best for the purpose of maintaining order, safety and/or the effective and efficient operation of the work of the Borough, so long as the change does not involve a mandatory subject or bargaining; and,
16. To generally manage the affairs of the Borough, attain and maintain full operation efficiency and productivity and to direct the work force.

B. In recognition of the rulings of the Courts of New Jersey, the parties recognize that the exercise of managerial rights is a responsibility of the Borough on behalf of the

taxpayers and that the Borough has no authority, nor does it intend by this Agreement to bargain away or eliminate any of its managerial rights.

C. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection herewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

ARTICLE V

UNION RIGHTS

A. The Union shall make a written designation of a Union Representative and provide notice to Employer. The Employer's sole responsibility in the administration of all Union matters shall be with the Union Representative. Wherever notice is required to the Union, and whenever official dealings with the Union are required, the Union Representative shall be the designated representative of the Union for all matters that take place at the work place; except that for any notices relating to mandatory bargaining issues or the discipline of any member, the Borough shall in addition be required to notify the Government Workers Union by forwarding a copy of any such notice to Union headquarters.

B. In accordance with Paragraph C and D below, the Union Representative shall be given an opportunity to engage in the adjustment of the grievances as provided for under the Grievance Procedure herein with the Employer's representatives. The Union Representative

shall not be compensated for time spent handling grievances, outside his or her regular work hours, unless involved in meetings with management.

C. The Union Representative shall not leave his or her job without the permission of his or her Supervisor, and shall not contact another employee on Union business while that employee is on duty without prior permission of that employee's Supervisor and his or her own, unless on authorized break.

D. Under no conditions shall the Union Representative interfere with the performance of the work of others.

E. The Union Representative has no authority to give orders regarding work to any person employed by the Employer, by virtue of his or her position as Union Representative.

F. The Union shall notify the Employer immediately following the selection or replacement of its Union Representative.

ARTICLE VI

SENIORITY

A. For purpose of accruing benefits payable hereunder, including but not limited to vacation and sick leave. Seniority shall be defined as continuous employment with the Borough from the employee's year of hire, except for any employee hired after January 1, 2006, benefits of seniority shall be determined from the date of hire.

B. For purposes of promotions and demotion only, Seniority shall be defined as length of service from the date of the unit member's appointment to his or her current title.

C. For purposes of layoff, Seniority shall be defined for all unit members as employee's length of service from his or her date of hire as a permanent full-time Borough employee.

D. The Borough shall utilize seniority, experience, skill, efficiency, past performance, ability, aptitude, qualifications and attendance, as the criteria to determine which, if any, employees will be laid off. When all of the aforementioned items are substantially equal, seniority shall be the deciding factor. However, the Borough's managerial prerogatives to eliminate a job position or function that results in a unit member's being terminated for lack of work, is not considered a "lay-off" for purposes of this Agreement and the Borough may discharge any such employee without regard to his or her seniority.

E. The Borough shall utilize experience, ability, past performance, aptitude, qualification and attendance as the criteria for promotion of employees. When all of the aforementioned items are substantially equal, seniority shall be the deciding factor.

F. The Borough shall post or hand deliver to the Shop Steward at Borough Hall all job openings for permanent full-time positions in the public works department.

G. Promotion opportunities within the bargaining unit will be posted by the Borough on all Bulletin Boards throughout the Borough for a period of six (6) workdays. During the posted period, an employee may bid for the position by filing a written notice with the Department Head and the Director of the Department of Human Resources.

ARTICLE VII

SALARY AND WAGE INCREASE SCHEDULE

A. Unit members shall receive salary and wage increases during the term of this Agreement according to the schedule set forth below:

Effective January 1, 2013 – see ordinance 2013-12

Effective January 1, 2014 – see ordinance 2013-12

ARTICLE VIII

LONGEVITY

Members of the bargaining unit will continue to receive the longevity pay to which they have been entitled on the anniversary date.

ARTICLE IX

HOURS OF WORK

A. The workweek shall consist of any five (5) eight and one-half (8½) hour workdays, Monday through Friday; 7:30 a.m. to 4:00 p.m.

B. There shall be a mid-shift meal break of a one-half (½) hour duration.

C. In the event of unforeseen or unexpected circumstances, the Employer may establish alternative work schedules, if necessary, to maintain and promote the efficient operation of the Borough government.

ARTICLE X

BARGAINING UNIT SECURITY

A. The Employer and the Union recognize the concept of bargaining unit security regarding duties of permanent full-time members to the extent consistent with public employment and the Employer's managerial prerogative to promote and maintain the efficient operation of Borough government. Specifically, the Borough shall be free, without negotiation, to hire and utilize temporary or seasonal employees to perform some or all of the duties and responsibilities of the public works department, as reasonably necessary in the sole discretion of the Commissioner of Public Works.

B. Employees of the Employer who are not covered by the terms of the Agreement shall not perform the duties of bargaining unit personnel, except in cases where unforeseen circumstances arise, and require the Employer to act to promote and maintain the efficient operation of Borough government or for the purpose of instruction.

ARTICLE XI

HOLIDAYS

A. The following shall be recognized as paid Holidays:

1. New Year's Day
2. Martin Luther King Jr.'s Birthday
3. President's Day
4. Good Friday
5. Memorial Day
6. 4th of July
7. Labor Day
8. Columbus Day

9. Veteran's Day
10. Election Day (only as provided in paragraph D, below)
11. Thanksgiving Day
12. Day after Thanksgiving
13. Christmas Day

B. In addition to the regular paid holidays, unit members shall be entitled to such further paid holidays as may be declared by the Borough's governing body.

C. If a unit member is required to work on a Holiday, the employee shall be entitled to time and one-half (1½) for each hour worked, in addition to the holiday pay rate.

D, For all unit members who were employed by the Borough prior to January 1, 2004, Election Day will be an additional allowed holiday. All other unit members shall not be entitled to the holiday, except as otherwise set forth in this Agreement.

ARTICLE XII

VACATION LEAVE

A. Annual vacations shall be provided to those members of the bargaining unit in accordance with the following schedule:

After the first year of continuous service	- 5 working days
After two years of continuous service	- 10 working days
After five years of continuous service	- 15 working days
After ten years of continuous service	- 20 working days

Except that employees who were employed prior to January 1, 1994 shall be entitled to 30 working days of vacation after ten years of continuous service.

B. For the purpose of determining vacation pay entitlement upon a unit member's separation from employment, the entitlement shall be determined by prorating the employee's earned vacation days based upon his/her annual allotment, and any accumulated Vacation Leave approved pursuant to paragraph C. Earned vacation days refer to vacation days acquired in direct proportion to days of service, not including terminal leave or other leave of absence time.

C. Vacation allowance must be taken during the current calendar year at the time permitted unless, due to the request of the unit member or the Employer, and with the written approval of the Employer, it is deferred to the following year. Any deferred vacation during the accrual year must be used in the first quarter of the following year.

D. Scheduling of all vacations shall be at the discretion of the Employer. Employee preference and/or seniority rights will be honored to the extent that they do not interfere with the administration and/or operation of the Employer. Scheduling of Vacation Leave shall be granted based upon Seniority until April 01 of each year. Requests for Vacation Leave subsequent to April 01 shall be granted based upon first come, first served.

E. Pay for vacation period consists of regular base pay only, excluding overtime, premium pay or pay of any other type.

F. The Employer may, in its sole discretion, allow a unit member to take vacation time prior to its being earned. In such event, it may be withheld from the member's final paycheck(s), should the member not earn the time.

G. Any vacation not taken by the end of the year shall be forfeited, except as provided in paragraph "C."

H. Vacation Leave indicated in Section A above shall be based upon the number of work hours in a standard workday.

I. Vacation Leave request must be submitted, in writing. Requests for single days off must be submitted at least forty-eight (48) hours in advance. Requests for two (2) days off or more must be submitted at least two (2) weeks in advance.

J. Vacation Leave will be granted to members subject to the Employer's responsibility to maintain adequate staffing levels and efficiency of operations. Leave requests shall not be unreasonably denied.

K. In cases of more than one request for same leave time, the member with the longest seniority shall receive preference.

L. If a Holiday falls during a period of Vacation Leave, such Holiday shall not be charged to Vacation Leave.

M. Upon separation of service, if a member has utilized Vacation Leave not yet earned, that member shall be responsible to reimburse the Employer for advanced leave taken.

N. Unit members who die while employed with the Borough shall have the balance of any earned and used Vacation Leave paid to their beneficiary.

ARTICLE XIII

PERSONAL & SICK LEAVE

Personal Leave

A. Unit members are entitled to 3 personal days per year of service, which may be taken in half-day increments. Any unused days are forfeited on the employee's anniversary date.

Sick Leave

A. Sick Leave shall be granted to unit members who suffer from a physical or mental illness, as follows:

1. In the first (1st) year of service, one (1) sick leave day per month.
2. Thereafter, twelve (12) Sick Leave days per year, allocated, but unearned, on the employee's anniversary date each year.
3. Unused accumulated sick time to a maximum of ninety(90) days shall be compensated for upon retirement at the then-current daily value; provided that, the number of sick days shall be pro-rated (1 earned per month of service) for any partial year of service. The Borough will make payment in the form of compensation or terminal leave, in the Employer's discretion. It is agreed that any compensation or time granted under this Paragraph will include only base pay, and not stipends for additional assignment or other extra pay of any kind. Any member of the bargaining unit who has accumulated more than ninety (90) sick days as of January 1, 1994, shall not lose the days above ninety (90); they will not, however, be allowed to accumulate any additional unused sick time for the purpose of compensation. The Mayor and Commissioners may require proof of the need for Sick Leave or a physical examination whenever such requirement appears desirable based on a suspicion of abuse.

B. If an employee establishes a pattern of unexcused absence, which gives reason to suspect abuse of Sick Leave, the Employer may require explanation such as a doctor's certificate or an independent medical exam. The doctor's certificate shall designate the length and specific medical reason for the absence.

C. A member may provide medical or other certification for absences whether or not required by the Employer. Such certifications shall be placed in the member's Personnel File and must be considered prior to any disciplinary action being taken.

D. A member who cannot report to work for any reason indicated in section B above shall notify his/her immediate supervisor by telephone or personal message as current practice (1 hr.) prior to the beginning of the employee's workday.

E. If a member dies while employed by the Employer, the employee's beneficiary shall be entitled to payment of the amounts indicated in Section 3 above.

ARTICLE XIV

LEAVES OF ABSENCE

A. At the discretion of the Mayor and Commissioners, any employee may be granted a leave of absence without pay.

B. An employee on leave of absence without pay, except Military Leave, State Family Leave and Federal Family and Medical Leave does not accrue vacation leave, sick leave, or any other benefits. No payments will be made to any pension plan or health plan during this leave of absence, except where required by law.

C. A leave of absence shall not exceed ninety (90) days at length, after which it may be reconsidered and any requested extension may either be granted or denied.

D. Employees are required to notify the Employer of the anticipated date of return, as soon as such date is known to the employee, but in no event less than sixty (60) days prior to such date. Failure to return on such date without notice shall be considered a voluntary resignation.

E. The Employer shall have sole discretion in matters of leaves of absence, excepting Military Leave, State Family Leave and Federal Family and Medical Leave and each decision made shall be on its own merits.

STATUTORY LEAVES

Military Leave, State Family Leave and Federal Family and Medical Leave shall be administered in accordance with applicable law as set forth in the Employer's Personnel Policies and Procedures Manual.

ARTICLE XV

BEREAVEMENT

Employees are entitled to up to 5 consecutive calendar days leave of absence for each death of an employee's immediate relative. Bereavement Leave shall not extend beyond 5 consecutive **work** days immediately following the death of a family member. "Immediate relative" includes spouse or significant other, child, parent, stepchild, sibling, grandparents, daughter-in-law, son-in-law, grandchildren, niece, nephew, uncle, aunt, or any person related by blood or marriage residing in an employee's household. Employees are paid for all working days during the Bereavement Leave. In the case of the death of an employee's child or spouse, up to two (2) additional days shall be provided, to a total of seven (7). Beyond this Bereavement Leave policy, additional time for bereavement may be granted by the supervisor through comp, vacation time, etc.

ARTICLE XVI

OVERTIME

- A. Members who work more than forty (40) hours per week, or more than eight (8) hours in any one day, shall be eligible for overtime pay.
- B. Overtime pay shall be at the rate of one and one-half (1½) the regular hourly rate of pay.
- C. Members who work on Holidays shall receive overtime pay for all hours worked.
- D. All permanent full-time employees shall be able to accrue "Compensatory Time" in lieu of Overtime pay, at the employee's option. At no time shall any employee have more than one hundred sixty (160) hours in said Employee's Compensatory Time Off Bank. Use of said Compensatory Time shall be at the mutual convenience of the Employer and the employee and subject to the advance approval of the Employer.
- E. Any time not properly recorded shall be considered as time not worked.
- F. All employees shall work overtime when requested by the Employer.
- G. The Employer reserves the right to schedule or reschedule employees as justified to maintain the efficiency and economy of governmental operations. This right specifically includes, but is not limited to, scheduling evenings, 6th and/or 7th workdays as normal work hours or days if deemed necessary by the Employer, except that no such change from the regular schedule shall be imposed upon members of the bargaining unit who were employed as of January 1, 2006. All members of the bargaining unit hired after January 1, 2006 will be subject to a regular work schedule that may include evenings, Saturdays and/or Sundays as part of the regular work hours.

ARTICLE XVII

TRAVEL

Reimbursement of approved travel expenses and other out-of-pocket expenses incurred by Unit Members will be processed in accordance with the Borough's Personnel Policies and Procedures Manual and Employee Manual as may be amended from time to time.

ARTICLE XVIII

CALL-IN

A. Any member who is called into work, in addition to his/her regularly scheduled shift shall be paid at the rate of one and one-half (1½) their regular rate of pay for all hours worked. Call-in pay begins when the employee leaves home or other location for the assigned work and ends when the work is finished or at the beginning of his/her scheduled work shift, with a minimum guarantee of three (3) hours.

B. One of the unit members may be required to carry a pager. Members who are required to carry a pager or cellular phone for emergency availability shall be entitled to a weekly stipend of seventy-five (\$75.00) dollars.

ARTICLE XIX

PERSONNEL PRACTICES

A. The Union has reviewed and accepted the Borough's Personnel Policies and Procedures Manual and Employee Manual. The Union accepts this manual as the operating document of the Borough.

B. Each new member shall be given an employee manual, a copy of this Agreement, appropriate benefit material and afforded the opportunity of an orientation to assist the new employee with understanding the Employer's operations and employment expectations. Policies and Procedures shall be made available to all employees and the Union.

C. The Employer will promote the concept of upward and lateral mobility and in-house promotion. The Employer will post all job vacancies and promotional opportunities on Union bulletin boards. Such posting shall be made in advance of the application closing date and remain until such vacancy is filled. Qualified applicants who are members of the United Workers Union shall be given consideration for available vacancies.

D. Each member and the Union office shall receive a copy of any performance evaluation or other document reflecting negatively upon the employee's work performance or behavior that is placed in an employee's personnel file at the time of placement.

ARTICLE XX

GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall be construed as limiting the right of an employee having a grievance to discuss the matter informally with an appropriate member of the departmental supervisory staff, and having the grievance adjusted without the intervention of the Union.
3. Any grievance may be raised by an employee or by the Union.
4. Where the dispute involves the discipline of an employee, the following shall apply:
 - (a) Disciplinary matters where the penalty imposed on the employee is two (2) days suspension or less is not grievable or subject to appeal by an employee or Union.
 - (b) Disciplinary matters where the penalty imposed on the employee is more than a two (2) day suspension shall be subject to the grievance procedure herein. Suspensions for two (2) days or less are not grievable.
 - (c) Borough action pursuant to its policy of progressive discipline that results in either verbal or written counseling, criticism or reprimand is not grievable by the employee or Union.
 - (d) Five (5) days from the date on which employee is provided any non-verbal counseling, criticism, reprimand, or other disciplinary notice, the employee is entitled to a meeting with the Department Head/Supervisor before the written form becomes a part of the employee's personnel file. The employee shall have the right to

have Union representation present. Failure to have such meeting within the time frame shall constitute a waiver of such meeting.

5. Neither the Union nor Employer shall be permitted to have an attorney present during Steps 1, 2 or 3 of the grievance procedure.

B. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent. For purposes of this Article, working days shall be defined as Monday through Friday, excluding holidays, irrespective of the employee's work schedule:

1. Step One – Immediate Supervisor

(a) A grievant must file his/her grievance in writing with the Immediate Supervisor of the Department within seven (7) working days of the occurrence of the matter complained of.

(b) The written grievance must be signed by the grievant or the Association. It must set forth a statement of the facts constituting the grievance, the approximate time and place of the facts leading to the grievance, and the specific contract provision(s), if any, forming the basis of the grievance, and must set forth the remedy sought by the grievant. Any written grievance failing to comport with the foregoing requirements shall be null and void, need not be processed by the Employer and shall constitute an abandonment of the grievance.

(c) Once a grievance comporting with all the foregoing requirements is timely filed, the Immediate Supervisor of the Department shall investigate the grievance and render a written response, which shall be given to the grievant within seven (7) working days from receipt of the grievance.

2. Step Two – Commissioner-in-Charge of the Department

In the event the grievance is not resolved to the grievant's satisfaction at Step One, or in the event the Immediate Supervisor has not served a timely written response at Step One, then within five (5) working days after the response date set forth in Step One, the grievant may present the written grievance and any written response(s) received at Step One to the Commissioner-in-Charge of the Department. Upon receipt of the grievance by the Commissioner-in-Charge of the Department, the procedures set forth in Step One shall be followed, except that the parties shall meet within fifteen (15) working days and the response period shall be fifteen (15) working days thereafter.

3. Step Three – Mayor and Commissioners

In the event the grievance is not resolved to the grievant's satisfaction at Step Two, or in the event the Commissioner-in-Charge of the Department has not served a timely written response at Step Two, then within five (5) working days after the response of Step Two, the grievant may present the written grievance and any written responses to the Mayor and Commissioners. Upon receipt of the grievance by the Mayor and Commissioners, the procedures set forth at Step Two shall be followed, except that the meeting will take place within twenty (20) working days.

4. Step Four – Arbitration

(a) If the grievance remains unsettled, the Association may, within ten (10) working days after the reply of the Mayor and Commissioners is due, by written notice to the Employer, proceed to binding arbitration. A request for arbitration shall be made no later than

such ten (10) working day period and a failure to file within said time period shall constitute a bar to such arbitration unless the Association and Employer shall mutually agree upon a longer time period within which to file such a demand.

(b) The arbitration proceedings shall be conducted by an arbitrator to be selected through the auspices of the New Jersey State Public Employment Relations Commission. The arbitrator shall restrict his inquiry to the standards established by the Agreement and the arbitrator shall be requested to issue his decision within thirty (30) days.

(c) The cost of the arbitrator shall be split equally between the parties.

(d) The arbitrator shall have no authority to add to, subtract from, or in any manner modify the terms of this Agreement. He shall issue a written award containing his findings of fact and conclusions of law, within the thirty (30) day period aforesaid.

D. Time limits may only be extended by mutual agreement of the parties in writing.

ARTICLE XXI

WORKERS' COMPENSATION

A. If an employee covered under this Agreement is injured while on duty for the Employer, that employee shall be entitled to benefits under the New Jersey Workers' Compensation Act (N.J.S.A. 34:15-1 etseq.).

B. Should an employee covered under this Agreement experience a work related illness or injury, the Employer shall continue to maintain the member on payroll provided that the member shall be obligated to sign and transfer all of his or her full amount of weekly benefit received as Worker's Compensation under the Act for the benefit of the Employer. The member's obligation to assign and transfer such weekly benefits does not include any

compensation received for disability or other lump sum permanent injury compensation. In the event the member recovers any money arising from a third party civil action as compensation for such illness or injury, the member shall reimburse the Employer from such recovery to the extent of the Employer's unreimbursed compensation paid to the member during the period of any such illness or injury.

C. For the purpose of this Article, injury or illness incurred while in attendance of Employer required training programs shall be considered a work related disability.

D. Any disability under this Article resulting in the loss of work time shall not be considered against any employee leave time.

E. Employees shall be entitled to receive medical treatment for work related disability during working hours without loss of pay or leave time if such treatment is not available at other times. The Employer and the employees will cooperate to adjust work schedules independent of seniority in order that said medical treatment schedules may be accommodated.

ARTICLE XXII

HEALTH BENEFITS

A. The Employer shall provide health care insurance benefits to all permanent full-time unit members. Permanent part-time employee members and temporary and seasonal employee members shall not be entitled to health insurance benefits from the Employer.

B. The current Medical Insurance Plan (Blue Cross/Blue Shield) shall be paid as per described in Chapter 2, P.L. 2010. The current Prescription, Dental Plan and all other insurances currently in effect shall be continued paid in consistent with Chapter 2, P.L. 2010.

C. In the event the Employer seeks to modify or alter insurance plans, said change or modification shall be limited to plans, which are substantially equivalent to the state employee benefits plan. In the event that the Employer intends such a change, then the Association shall be provided with a minimum of thirty (30) calendar days of notice of such intended change and at said time of notice, the Association shall be afforded complete and reasonable access to any proposal, including but not limited to, a complete summary plan description of the modification intended and such other materials as may be required to fully evaluate and understand the insurance plans then in effect.

D. For any member who retired before on or before January 1, 2012 after twenty (20) years of service and had reached 55 years of age, he or she shall be entitled to receive from the Borough \$150 per month as a health insurance stipend for each month after the effective date of retirement until the member reaches Medicare eligible age. No stipend shall be paid to any member who has reached Medicare eligible age. If the member is entitled to receive comparable health insurance coverage from any other source he or she shall not be entitled to this stipend. Any employee who retires after January 1, 2012 shall not be entitled to the \$150 per month health insurance stipend.

ARTICLE XXIII

LAYOFF PROCEDURE

A. The Borough may institute layoff actions, for economy and efficiency but will first consider voluntary alternatives. The Borough's Work Force Reduction Policy is described in the Borough Personnel Policies and Procedures Manual and Employee Manual. The Borough's work force reduction policy provides for

considerations of seniority, full time status, job performance and efficiency of government, job position, title and duties, in determining the method of selecting members for layoff or job elimination. A job or position elimination for economic or efficiency reasons is not considered a lay-off and the Borough is not subject to the consideration described herein as applicable to lay-off.

ARTICLE XXIV

UNIFORMS

A. Employer shall continue to provide a Uniform Service and provide a personal uniform issue to each permanent full-time and permanent part-time member of the bargaining unit to include the following: five (5) long sleeved shirts; five (5) short sleeved shirts; three (3) pants; three (3) shorts; one (1) belt and a credit of \$150.00 toward work boots at the Hubb or store of the Borough's choice.

B. Uniforms exhibiting wear maybe turned in for replacement consideration.

C. Proper Safety Clothing will be supplied.

ARTICLE XXV

POSITION CLASSIFICATION

A. A member may not be required to perform the duties of a higher paid title if the member does not have the requisite skills/abilities.

B. Effective January 01, 2007, any member appointed with the approval of the Commissioner to act on behalf of the Supervisor for a half shift period or longer will receive a \$1.00 per hour differential above their normal shift rate for that shift. This provision shall not be retroactive beyond the date this Agreement is executed.

ARTICLE XXVI

EDUCATION BENEFITS

A. Educational Assistance and Training Policy

Subject to sufficient funds in the budget and upon approval of the Department Head, employees may apply for reimbursement of tuition expenses incurred for training or college courses directly related to the employee's work. The Commissioner responsible will be the sole judge of whether a particular course or program is "directly related" or necessary to the employee's work. Employees are strongly urged to obtain this determination before enrolling in a course or program.

Regular employees with the concurrence and approval of the Commissioner responsible may receive reimbursement up to 100% for the tuition course. Employees may receive reimbursement for up to 100% of the tuition cost for training or college courses that they take on their own initiative, and which they maintain a grade of C or 2.0. The reimbursement must be repaid if the employee leaves Borough of Longport employment within twenty-four months of receipt due to voluntary resignation. When enrollment for short training courses or seminars is requested by the Borough of Longport, employees will receive full reimbursement.

B. Conference and Seminar Policy

Requests to attend a conference or seminar must be approved by the Department Head and the Commissioner responsible. Requests shall be made sufficiently in advance to take advantage of discounts for early registration, and must be submitted to the Department Head at least thirty days before the event. Requests must be in writing including the conference schedule, registration information and estimated costs. The Department Head is responsible to detail all training requests during the budget formulation process. Approval of any conference or seminar request is conditioned upon the availability of funds.

C. Stipends for Educational Accomplishments

A unit member who obtains an Associate's Degree from an accredited college or university shall receive a one-time \$300.00 stipend. A unit member who obtains a Bachelor's Degree from an accredited college or university shall receive a one-time \$450.00 stipend. The unit member shall be entitled to receive such stipend upon submitting proof satisfactory to the Borough that he or she has earned the respective college degree.

ARTICLE XXVII

HEALTH AND SAFETY

- A. The Employer agrees to provide a healthy and safe working environment.
- B. The Employer agrees to make available disclosure information on hazardous materials in the workplace in accordance with Right-to-Know Law.

ARTICLE XXVIII

GENERAL PROVISIONS

A. If any provision(s) of this Agreement should be held unlawful or unenforceable by any court or administrative agency of competent jurisdiction, such decision shall apply to the specific portion affected by such decision. The parties shall then commence to negotiate alternative provision(s) consistent with N.J.S.A. 34:13A-3 etseq.

B. If a member is required to work more than eleven (11) consecutive work hours, he/she will receive the amount of twelve (\$12.00) dollars for a meal allowance.

ARTICLE XXIX

NO STRIKE PROVISION

A. The Association covenants and agrees that during the term of this Agreement and during negotiations of a Successor Agreement, neither the Association nor any person acting on its behalf will cause, authorize, or support, nor will any of its members take part in any strike, work stoppage, slowdown, walk-out or other job action against the Employer or any of its employees. The Association agrees that such action would constitute a material breach of this Agreement.

B. The Association agrees that it will take all reasonable actions to prevent its members from participating in a strike, work stoppage, slowdown or other activity aforementioned, including, within twenty-four (24) hours of the action, publicly disavowing the action, and advising the Employer, in writing, that the Association did not call for or sanction the action. The Association shall also notify the employees of its disapproval of the action and advise them, in writing, to immediately cease and return to work immediately.

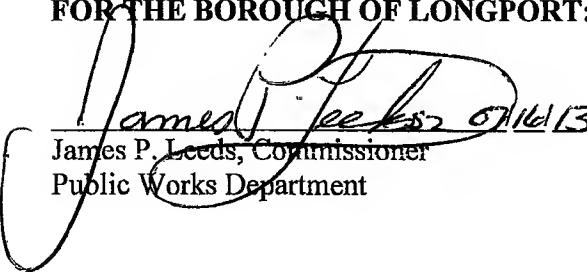
C. In the event of a strike, slowdown, walk-out or any other job action, it is covenanted and agreed that participation in such activity by any Association member may be deemed grounds for disciplinary action, including termination of employment of such employee or employees.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Employer in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for an injunction or damages, or both, in the event of such breach by the Association or any of its members.

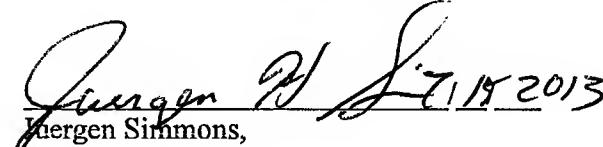
ENDORSEMENTS

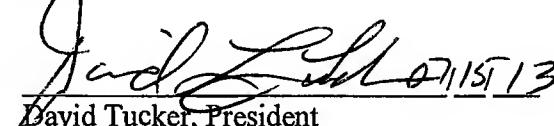
IN WITNESS THEREOF, the parties have affixed their hands and seals and agree to be bound and abide by all terms and conditions as set forth herein.

FOR THE BOROUGH OF LONGPORT:


James P. Leeds, Commissioner
Public Works Department

FOR THE UNITED WORKERS UNION:


Juergen Simmons,
Employee Representative


David Tucker, President
Government Workers Union